

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

SHONTE WATKINS,	:	
	:	CIVIL ACTION
Plaintiff,	:	
	:	
v.	:	NO. 20-656
	:	
VISION ACADEMY CHARTER SCHOOL,	:	
	:	
Defendant.	:	

**ORDER**

AND NOW, this 2nd day of December , 2020, upon consideration of Defendant's Renewed Motion to Dismiss Pursuant to Fed.R.Civ.P. 12(b)(6) and to Compel Mediation and Arbitration, and Plaintiff's Memorandum of Law in Opposition thereof, for the reasons stated in the accompanying memorandum, the Court finds that the third, seventh, and eighth sentences in the provision titled "*Governing Law; Venue; Jurisdiction; Arbitration*" -i.e., "Any fees or costs incurred by a mediator shall be shared equally by the parties;" "The fees and costs incurred by AAA and the AAA arbitrator shall be shared equally by the parties. The prevailing party in the arbitration shall be entitled to recover from the non-prevailing party reasonable attorney's fees and costs incurred by the prevailing party." - are unenforceable.

Therefore, it is hereby ORDERED that:

1. Defendant's motion to compel arbitration is GRANTED IN PART as to the provisions of the arbitration agreement exclusive of the fee-allocating provisions and DENIED IN PART as to the motion to dismiss.
2. Defendant shall bear the costs of arbitration. Defendant is also responsible for the cost of filing fees in excess of the amount equal to filing a complaint in federal court.
3. All proceedings in this matter are STAYED pending the completion of arbitration proceedings.

BY THE COURT:

s/ J. Curtis Joyner

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J. CURTIS JOYNER, J.